CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY NEBRASKA

ANNUAL REQUIREMENTS
FOR
Emergency Incident Management Rental Device Services
Bid No. 14-179

All Road Barricades, Inc. P.O. Box 29196 Lincoln, NE 68529 402.467.2553

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA CONTRACT TERMS

THIS CONTRACT, made and entered into by and between <u>All Road Barricades, Inc., P.O. Box</u> <u>29196, Lincoln, NE 68529</u>, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Emergency Incident Management Rental Device Services, Bid No. 14-179

and.

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WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$10,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed \$160,000.00 during the contract term without approval.

- 3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 4. <u>E-Verify</u>. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
- 5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) <u>Termination for Cause</u>. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
- 6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

- 8. <u>Period of Performance</u>. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.
- 9. The Contract Documents comprise the Contract, and consist of the following:
 - 1. Contract Terms
 - 2. Accepted Proposal/Supplier Response
 - 3. Specifications
 - 4. Special Provisions
 - 5. Insurance Requirements
 - 6. Instructions to Bidders
 - 7. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	CITY OF LINCOLN, NEBRASKA				
City Clerk	Mayor Approved by:				
	Approved by Executive No				
	dated				
EXECUTION BY LAN	NCASTER COUNTY, NEBRASKA				
Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska				
Deputy Lancaster County Attorney					
	dated				

EXECUTION BY CONTRACTOR

ATEST: (SEAL)	All Road Barricades, Inc. Name of Corporation 5700 Ballard Ave., Lincoln, NE 68507 (Address) By: Duly Authorized Official Vice President Legal Title of Official
IF OTHER TYPE OF ORGANIZATION:	Name of Organization Type of Organization
	(Address) By: Member
	By: Member
<u>IF AN INDIVIDUAL:</u>	Name
	Signature

EXECUTION BY CONTRACTOR

IF A CORPORATION:	All Road Barricades, Inc. Name of Corporation
ATTEST) Sedretary Sedretary (SEAL)	5700 Ballard Ave., Lincoln, NE 68507 (Address) By: Jah Bumw
	By: JAN DIMMU Duly Authorized Official Vice President Legal Title of Official
IF OTHER TYPE OF ORGANIZATION:	Name of Organization
	Type of Organization
	(Address)
	By: Member
	By: Member
IF AN INDIVIDUAL:	Name
	Address
	Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information	n ·	Contact Info	ormation	Ship to Information
Bid Creator Email Phone Fax	Shelly Hinze, Buyer rhinze@lincoln.ne.gov 1 (402) 441-8313 1 (402) 441-6513	Address Contact	Purchasing 440 S. 8th St. Lincoln, NE 68516 Shelly Hinze, Buyer Purchasing	Address
Bid Number Title Bid Type Issue Date	14-179 Annual Requirements for Emergency Incident Management Rental Device Services Quote 06/27/2014	Department Building	t suite 200	Department Building Floor/Room Telephone Fax Email
Close Date Need by Date Supplier Inforr	7/14/2014 12:00:00 PM CT			
Company	ALL ROAD BARRICADES, INC	•		
Address	P. O. BOX 29196			
Contact	LINCOLN, NE 68529			
Department Building Floor/Room				
Telephone Fax Email	1 (402) 467-2553 1 (402) 467-1982			
Submitted Total	6/30/2014 4:04:40 PM CT \$412.50			
Signature Ta	mmy Bremer		Email tammy	y@allroadsinc.com
Supplier Notes	3			

Bid Notes				
Bid Activities				
Bid Messages				
Please review	the following and respond where	e necessary		

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through	A - No B - Yes C - July 2015
5	Set up fee	List your standard rental set up fee	60.00
6	Emergency Lane Closure	List your cost for an emergency lane closure. (Temporary lane closure up then take down till situation is assessed).	700.00
7	Lane Closure Cost	List your cost for additional lane closure after an initial emergency setup	60.00
8	Inventory Requirement	I acknowledge quantities listed in the bid line items are minimum inventory requirement.	Y
9	City Mobilization (Major)	City mobilization cost per incident, major (emergency) incidents, to include all labor, transportation and overhead	700.00
10	City mobilization (Minor)	City mobilization cost per incident, minor (emergency) incidents, to include all labor, transportation and overhead	400.00
11	County mobilization (Major)	County mobilization cost per incident, major (emergency) incidents, to include all labor, transportation and overhead	1200.00
12	County mobilization (Minor)	County mobilization cost per incident, minor (emergency) incidents, to include all labor, transportation and overhead	600.00
13	Contact	Name of person submitting this bid:	Tammy Bremer
14	Electronic Signature	Please check here for your electronic signature.	Yes

Qty	UOM	Desc	ription	Response						
1	PKG	Traff	ic Control Rental Signs Less Than 10 Square Feet	\$73.50						
	Notes:									
		: no package	prices available. Incidents are billed at equipment unit prices for quantities used and	mobilization						
Package Line Items:										
#	Qty	UOM	Description	Response						
1.1	12	Rate Per Device Per Day	Detour Markers, 4 each right, left, straight	0.75						
Supp Note										
1.2	8	Rate Per Device Per Day	"SIDEWALK DETOUR" Sign with interchangeable plaques for right and left directional arrows.	0.75						
Supplier Notes:										
1.3	6	Rate Per Device Per Day	"SIDEWALK CLOSED" Sign	0.75						
Sup Note										
1.4	4	Rate Per Device Per Day	M4-10 (Right) "DETOUR" sign	0.75						
Sup Note										
1.5	4	Rate Per Device Per Day	M4-10 (Left) "DETOUR" sign	0.7						
Sup Not	plier es:									
1.6	34	Rate Per Device Per Day	Sign Stand for signs less than 10 square feet	1.0						
Sup Not	oplier es:									
1.7	14	Rate Per Device Per Day	ADA Barricade for signs less than 10 square feet	1.0						

Supplier

2 1 PKG

Traffic Control Rental Signs More Than 10 Square Feet

\$91.00

Item Notes:

Supplier Notes: no package prices available. Incidents are billed at equipment unit prices for quantities used and mobilization

	age Line			Response
‡	Qty	UOM	Description	TCOPONOO
2.1	8	Rate Per Device Per Day	"ROAD CLOSED AHEAD" sign	1.28
Supp Note:				
2.2	8	Rate Per Device Per Day	"LEFT LANE CLOSED AHEAD" sign with interchangeable plaques for right lane and center lane	1.29
Supp Note				
2.3	8	Rate Per Device Per Day	"DETOUR AHEAD" sign	1.29
Supp Note				
2.4	4	Rate Per Device Per Day	"ROAD CLOSED" sign	1.2
Supp Note				
2.5	36	Rate Per Device Per Day	Sign stand for greater than 10 square feet signs	1.0
Sup Note				
2.6	20	Rate Per Device Per Day	ADA Barricade for signs greater than 10 square feet	1.0
Sup Note				
		M		and the second s

3 1 PKG

Other Traffic Control Rental Devices

\$248.00

Item Notes:

Supplier Notes: no package prices available. Incidents are billed at equipment unit prices for quantities used and mobilization

		e Items:	Description	Response
#	Qty	UOM	Description	rtopono
3.1	16	Rate Per Device Per Day	Plastic Drum with weighted bases	0.56
Supp Note				
3.2	120	Rate Per Device Per Day	28" Cone w/reflective collar	0.30
Supp Note		do not have ref	flective collar.	
3.3	48	Rate Per Device Per Day	42" Cone with weighted bases	0.50
Sup Note				
3.4	12	Rate Per Device Per Day	Type III Barricade	1.29
Sup Note				
3.5	8	Rate Per Device Per Day	Type II Barricade	0.56
Sup Note	plier es:			
3.6	2	Rate Per Device Per Day	Plastic 48" Orange Safety Fencing, 400'	0.5
Sup	plier es:	price is per line	eal foot used.	
3.7	2	Rate Per Device Per Day	Electronic Arrow Panels, Trailer or Vehicle Mounted	30.0
Sup	oplier es:			
3.8	2	Rate Per Device Per Day	Electronic Variable Message Boards, Trailer or Vehicle Mounted	50.0
Sup	oplier tes:			

SPECIFICATIONS FOR

ANNUAL REQUIREMENTS FOR EMERGENCY INCIDENT MANAGEMENT RENTAL DEVICES

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Emergency Incident Management Rental Devices for the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".
- 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
- 1.4 The "Owners" desires to retain one (1) qualified firm to perform traffic control device services during the term of the agreement.
- 1.5 The term of the agreement shall be four (4)) year contract.
- 1.6 The "Owners" estimates approximately twenty (20) such service calls per year, with a duration of two or more hours per service call.
- 1.7 During the last term of the contract year the City spent approximately \$38,000.00 and the County spent \$1,000.00.

2. CONTRACTOR'S DUTIES

- 2.1. Contractor agrees to provide traffic control devices as required by the "Owners" during emergency situations such as traffic accidents, hazardous spills, fires, police incidents and natural disasters.
- 2.2. All traffic control devices shall be provided at a daily rental rate, which rental rates are inclusive of all appurtenances.
- 2.3. The bid line items listed reference to minimum inventory requirement indicating the minimum number of traffic control devices which the Contractor is required to have available at all times to adequately service this agreement.
- 2.4. The demands of service may occasionally require additional traffic control devices, above the minimum inventory requirements listed in the proposal.
- 2.5. Minor incidents include events such as minor traffic accidents, pot holes, open manholes, etc., which require not more than ten (10) Type II barricades and one (1) employee.
 - 2.5.1 Minor incidents do not include events which require detours, street closures, Type III barricades, hazardous spills, fires, or other similar events.
- 2.6. The "Owners" reserves the right to inspect the Contractor's inventory at any time to ensure compliance with these minimum inventory requirements, and may require adjustments to the minimum inventory requirements during the term of the agreement.
- 2.7. All traffic control devices shall be retro-reflective, maintained in good condition and shall in every respect conform to the standards set forth in the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, FHWA (Federal Highway Administration) latest edition.
 - 2.7.1 It must also be NCHRP 350 compliant.
- 2.8. Contractor shall be on call at all times, twenty-four (24) hours per day, seven (7) days per week, in order to provide a one (1) hour response time for emergency situations requiring traffic control devices as required by the "Owners".
- 2.9. To every extent possible the scope of work for each installation shall be approved by an on-site "Owners" representative prior to Contractor leaving the job site.

- 2.10. The Contractor shall not be entitled to any compensation for any service call other than that which has been approved in advance pursuant to this Section 5.
- 2.11. Contractor 's invoice shall include the job site location; a fully itemized list of materials and corresponding rates; and total amount due.
- 2.12. No minimum or maximum amount of work is guaranteed by the "Owners" by virtue of this agreement.
- 2.13. Contractor 's employees shall be certified IMSA or ATTSA as workzone technicians.

3. PROCEDURE FOR INCIDENTS

- 3.1 The Owner's will provide stop or yield signs as required.
- 3.2 Incidents shall be defined as Stop and Yields Sign Knock downs and traffic signal power outages greater than 1 ½ hours during the hours of 4 pm 7:30 am weekdays, 4 pm on Fridays to 7:30 am Mondays, and City holidays.
- 3.3 Procedure for incidents shall be as follows:
 - 3.3.1 Lincoln Police Department (LPD) shall contact the Contractor for incidents as defined in Section 3.2 at 402-467-2553
 - 3.3.1.1 LPD shall contact Jim Tompsett at 402-416-5148 for all other emergency regulatory sign knock downs.
 - 3.3.2 Contractor should leave the knocked down sign by the set out making sure that it is out of the travel lanes and sidewalk.
 - 3.3.3 The set out should be placed 2 feet behind curb as measured from edge of sign.
 - 3.3.3.1 If the location has a sign on the left side of the roadway, place the set out in the same approximate location as the knock down.
 - 3.3.3.1.1 A cone shall be placed over the broken stub.
 - 3.3.4 For signal outages, Stop signs shall be placed on all approaches.
 - 3.3.4.1 For intersections with two or more through lanes, a stop sign shall be attached to the Keep Right on the median.
 - 3.3.4.2 When power is restored, LPD will notify Contractor, 3.3.4.2.1 Contractor will take down Stop signs.
 - 3.3.5 Leave a voice mail with Jim Tompsett at 402-442-7486 indicating the location of set out.
 - 3.3.6 The sign shop will bring back set out (and cone if required) to 901. 3.3.6.1 Contractor will pick up the devices at their convenience.
 - 3.3.7 Any questions at any time shall be directed to Jim Tompsett at 402-416-5148.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as <u>kindred items</u>. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 <u>Escalation/De-escalation Clause</u>: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 - 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 - 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 - 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 - 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 - 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 - 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
- 9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
- 10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 - 1. Each ordering department.
 - 2. Items and quantities purchased by department.
 - 3. Total dollar amount of purchases by department.

INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER COUNTY, NEBRASKA; CITY OF LINCOLN, NEBRASKA OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State Statutory
Applicable Federal Statutory
Employer's Liability \$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage \$2,000,000 each Occurrence \$2,000,000 Aggregate

Personal Injury Damage \$1,000,000 each Occurrence
Contractual Liability \$1,000,000 each Occurrence

Products Liability & Completed Operations \$1,000,000 each Occurrence

- The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. The coverage shall be provided under a <u>Commercial General Liability</u> form or similar thereto.
 - b. X.C.U.Coverage if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - The property damage coverage shall include a <u>Broad Form Property Damage Endorsement</u> or similar thereto.
 - d. <u>Contractual Liability</u> coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

C. <u>Automobile Liability Insurance</u> The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. <u>Builder's Risk Insurance</u>: (For <u>Building Construction Contracts Only</u>) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. <u>Minimum Scope of Insurance</u>: All Liability Insurance policies shall be written on an "<u>occurrence</u>" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an <u>A.M. Best's Rating</u> of no less than <u>A:VII</u> unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln and Lancaster County, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site. http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor, and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

9.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. PURCHASE ORDER, unless otherwise noted.
 - 1. The contract shall consist of a City of Lincoln and Lancaster County Purchase Order.
 - A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all
 particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree
 to the terms and conditions of said bid documents.
- x b. CONTRACT, unless otherwise noted.
 - City and County will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed with the dated.
 - The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The City and County will sign and date the Contract.
 - 4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. E-VERIFY

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 2 times Monday, June 30, 2014 Monday, July 7, 2014

City of Lincoln/Lancaster County Purchasing Division NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: 12:00 pm, Monday, July 14, 2014 for providing the following:

Annual Requirements for Emergency Incident Management Rental Device Services Bid No. 14-179 (Rebid)

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.



CERTIFICATE OF LIABILITY INSURANCE

12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED DEPOSED TATIVE OR PRODUCED AND THE CERTIFICATE HOLDER

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certifica	te holder in lieu of such endorsement(s).						
PRODUCER		CONTACT Eric J. Brott, CIC					
Ellerbrock	-Norris Agency (Linc er Hill Ct., Suite 201	PHONE (A/C, No, Ext): 402-470-0337 FAX (A/C, No):	402-327-8483				
Lincoln, N	E 68526	E-MAIL ADDRESS:					
Eric J. Brott, CIC		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Cincinnati Insurance Company	10677				
INSURED	All Road Barricades, Inc.	INSURER B:					
	P. O. Box 29196 Lincoln, NE 68901	INSURER C:					
	Entoon, it is dood!	INSURER D :					
		INSURER E :					
		INSURER F:					
	OFFICIOATE MUREPED.	DEVISION NI IMPEDI					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)			
A	X	COMMERCIAL GENERAL LIABILITY	1	11.15				EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х		ENP0270841	08/15/2014	08/15/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						Empl Ben	\$	1,000,000
	AU.	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X	ANY AUTO			EBA0270841	08/15/2014	08/15/2015	BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
		70,00	A.						\$	
	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
Α		EXCESS LIAB CLAIMS-MADE			ENP0270841	08/15/2014	08/15/2015	AGGREGATE	\$	5,000,000
		DED RETENTIONS 0	1						\$	
		RKERS COMPENSATION	<u> </u>					PER OTH- STATUTE ER		
		PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT	\$	
		ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	
	If ye	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
	0.0									
DEC	DESCRIPTION OF OPERATIONS / OCATIONS / VEHICLES (ACCRD 101 Additional Remarks Schedule, may be attached if more space is required)									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County are included as Additional insureds for
General Liability

CERTIFICATE HOLDER	CANCELLATION	
City of Lincoln; Lancaster County		RIBED POLICIES BE CANCELLED BEFORE OF, NOTICE WILL BE DELIVERED IN COVISIONS.
Purchasing Dept 440 S 8th St., Suite 200 Lincoln, NE 68508	AUTHORIZED REPRESENTATIVE	-

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